

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding (“MOA”) is made and entered into as of this 17 day of May, 2023 by and between the Massachusetts Department of Transportation, having offices at 10 Park Plaza, Boston, Massachusetts 02116 (“MassDOT”) and the CITY/TOWN of Monterey, a municipal corporation within the Commonwealth of Massachusetts, having offices at 435 Main Rd. P.O. Box 308, Monterey, MA 01245 (“Municipality”). Municipality and MassDOT may hereafter sometimes be collectively referred to as the “Parties” and individually as the “Party.”

WHEREAS, MassDOT has developed a program by which it provides municipalities with bike passage signage described in Exhibit A (“Signage” or “Signs”) for installation in municipally owned public roadways as a tool to reduce vulnerable road user fatalities; and

WHEREAS, Municipality desires to participate in the program and has requested Signage to install in the municipally owned roadway(s) identified in Exhibit B (the, “Locations”); and

WHEREAS, Municipality has agreed to install and maintain the Signage at the Locations in accordance with the terms provided herein (“Project”); and

WHEREAS, MassDOT and Municipality seek to confirm their respective rights and obligations in connection with the Project as set forth in this MOA.

NOW, THEREFORE, in consideration of the promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Signage.**

- (a) MassDOT will provide Municipality with the Signage described in Exhibit A. MassDOT will fund the entire cost of the Signage, including the cost of delivery to Municipality. Title to the Materials will pass to Municipality upon delivery.
- (b) It is understood and agreed that MassDOT’s procurement of the Signage is contingent upon availability and continued appropriation of federal and/or state funds, and if for any reason whatsoever, such funds are terminated or reduced or otherwise become unavailable, MassDOT may terminate this MOA in whole or in part.

2. **Installation.**

- (a) Municipality, at its sole expense, shall install the Signage at the Locations. Aside from

the materials provided by MassDOT, Municipality shall provide all necessary labor, materials, equipment, and other services necessary to install the Signs in accordance with vendor specifications.

- (b) Each Sign must be installed in conformance with the requirements of Section 2 of the *2009 Manual of Uniform Traffic Control Devices (MUTCD)*.
- (c) Municipality is solely responsible for evaluating the specific site constraints for each Location and for providing all necessary traffic control devices and/or police details necessary to safely complete the Project.
- (d) Municipality agrees and acknowledges that the Signage must be installed within the public layout on a municipally owned roadway. Municipality shall obtain, at its sole cost and expense, any and all applicable permits, approvals, including local approvals, and/or clearances required by local and state agencies, commissions, or bodies necessary for the completion of the Project prior to installing the Signage.
- (e) Municipality shall install each Sign within ninety (90) days of its delivery to Municipality. If Municipality cannot complete the installation within the ninety-day period, Municipality shall promptly, at its sole expense, return the uninstalled Signs to MassDOT by delivering the Signage to the location designated by MassDOT.
- (f) Upon the completion of the Project, Municipality shall provide MassDOT with photographic documentation of the installed Signage, along with documentation evidencing the date of installation for each Sign.

3. Future Maintenance.

Municipality shall, at its sole expense, be responsible for the maintenance and upkeep of the Signage used for the Project. Municipality shall maintain the installed Signs in good repair throughout the Signs' useful life. MassDOT shall not be responsible for the replacement of the Signs at the end of their useful life. Notwithstanding anything contained herein to the contrary, Municipality's maintenance obligations shall survive the expiration or termination of this MOA.

4. Term.

This MOA shall be effective as of the date of full execution by Municipality and MassDOT and, unless terminated earlier as provided herein, shall expire on two years from the date of sign delivery ("Expiration Date To Be Confirmed by MassDOT").

5. Termination.

This MOA may be terminated by mutual agreement of the Parties, upon such terms and conditions as the Parties may mutually agree upon. Such termination shall be effective in accordance with a written agreement by the Parties. Termination under this section shall not constitute a waiver of the rights of either Party to damages or other remedies related to this MOA, except to the extent that the mutual agreement terminating this MOA so specifies.

MassDOT may, by written notice to the Municipality, also terminate this MOA if the Municipality neglects or fails to comply with any provision of this MOA in accordance with its terms or within the time specified for performance herein. In the event this MOA is terminated pursuant to this provision or Section 1(b) above, MassDOT shall not be liable to the Municipality for any costs incurred or burdens assumed upon or subsequent to, and associated with, such termination.

6. Compliance with Laws.

Municipality, in meeting its obligations hereunder, shall comply with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

7. Indemnification.

To the extent permitted by the laws of the Commonwealth, Municipality shall indemnify, defend (at Municipality's sole expense and with counsel reasonably acceptable to MassDOT), and hold harmless MassDOT and all of MassDOT's officers, agents, and employees, from and against any and all suits, claims, proceedings, liabilities, losses damages, penalties, charges and expenses (including attorneys' fees and experts' fees) of every name and nature, based on or arising out of any actual or alleged loss or injury (including death) to persons or damage to real or tangible property that are caused or alleged to be caused, in whole or in part, by, or to arise out of the acts or omissions of, Municipality, or its employees, contractors, subcontractors, or agents, in its performance of the obligations set forth herein. The foregoing indemnification obligations shall survive the expiration of this MOA.

8. Successors and Assigns.

This MOA shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns. This MOA may not be assigned without the prior written consent of MassDOT.

9. Notice.

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

If to MassDOT: Massachusetts Department of Transportation
Highway Division of Traffic & Safety Engineering
10 Park Plaza
Boston, MA 02116
Attention: _____

If to Municipality: Monterey _____
40 Gould Rd _____
Monterey, MA _____
01245 _____
Attention: Jim Hunt _____

or to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery.

10. Authority.

The individuals executing this MOA represent that they are empowered and duly authorized to so execute this MOA on behalf of the Parties they represent.

11. Miscellaneous.

This MOA represents the entire agreement between the Parties with respect to the subject matter hereof, superseding any prior oral or written agreements or understandings regarding the same, and any modification amendment or change to the terms and conditions hereof shall be binding only when expressed in writing and signed by both Parties hereto. This MOA may be signed in multiple counterparts each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This MOA shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules. If any provision or condition of this

MOA shall be deemed invalid or unenforceable, the remaining provisions and conditions shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Municipality and MassDOT have caused this MOA to be executed by their duly authorized officers or representatives as of the date first above written.

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION

By: _____
Name: Bonnie Polin
Title: State Safety Engineer
Date: 4-28-23

MUNICIPALITY

By:  _____
Name: Justin Makuc
Title: Select Board Chair
Date: 5/17/23

Exhibit A



bike passing - under 35 mph;
 2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;
 "MOTORISTS", C 2K 75% spacing;
 "GIVE 4 FT", C 2K;
 "TO PASS", C 2K;
 Bicycle;



bike passing 35 mph +;
 2.0" Radius, 0.5" Border, 0.3" Indent, Black on White;
 "MOTORISTS", C 2K;
 "GIVE 4 FT", C 2K;
 "TO PASS", C 2K; Bicycle;

Signs shall be mounted on single 2.25 inch by 2.25 inch square tube posts conforming to Subsections 840.60 and M8.18.3 of the MassDOT Standard Specifications. Signs shall be installed in accordance with the requirements and guidance provided in Section 2A.16 and Figure 2A-2 of the MUTCD.

Police and Fire Accident Coverage
 Insured: Town of Monterey

PROPOSAL

Cabot Risk Strategies LLC

(Signature)
 Select Board member

Date: May 01, 2023
 Effective: 07/01/2023

Title: Select Board member
 Date: 5/17/23

ACCIDENT COVERAGES	MAXIMUM	CURRENT	OPTION 1	OPTION 2	OPTION 3
Accidental Death & Dismemberment	740,000	740,000			
Accident Medical Benefit	300,000	200,000			
Medical Expense Deductibles - per person/per claim	No Limit	0			
Medical Expense Deductibles - Aggregate	No Limit	0			
Weekly Indemnity (up to)	2,500	1,400			
Waiting Period	0 Days	0 days			
Benefit Period (5 yrs or Age 65)	5 Yrs or Age 65	Age 65			
Permanent Total Disability Lump Sum (Coverage Available Only if Weekly Indemnity Coverage is Purchased)	500,000	0			
HEART OR CIRCULATORY MALFUNCTION					
Principal Amount	740,000	740,000			
Medical Benefit	300,000	100,000			
Weekly Indemnity (up to)	2,500.00	1,400			
Benefit Period (5 yrs and/or Under Age 65)	5 yrs &/or Under Age 65	Age 65			
CONTAGIOUS AND INFECTIOUS DISEASE					
Principal Amount	740,000	740,000			
Medical Benefit	300,000	100,000			
Weekly Indemnity (up to)	2,500	1,400			
Benefit Period (5 yrs or Age 65)	5 Yrs or Age 65	Age 65			
CANCER PRESUMPTION-Firefighters					
Weekly Indemnity	2,500	1,400			
Maximum Benefit Period	5 Yrs or Age 65	Age 65			
Lump Sum Benefit (Optional)					
Early Stage Cancer Benefit	6,250	0			
Advanced Cancer Benefit	25,000	0			
Lifetime Maximum Benefit	50,000	0			
OTHER COVERAGES					
24 Hour AD&D Public Safety Employees	25,000	0			
Adaptive home and vehicle benefit	25,000/25,000	25,000/25,000			
Brain Damage	100% of AD&D Limit	Included			
Child Care Expense	30,000	30,000			
Coma	100% of AD&D Limit	Included			
Critical Burn Expense	450,000	450,000			
Education Expense	30,000	30,000			
Family Expense Benefit = \$250 Per Day for 21 Days	5,250	5,000			
Felonious Assault	50,000	50,000			
Funeral Expense	15,000	15,000			
Home Health Care	50,000	50,000			
Hospital Benefit - \$60 Per Day up to 730 Days	\$60/730 Days	60			
Occupational HIV Positive Benefit	450,000	450,000			
Occupational Hepatitis Benefit	450,000	450,000			
Parent Care	30,000	30,000			
Psychological Therapy (Post Traumatic Stress-\$20,000 Incl.)	50,000	20,000			
Psychological Therapy \$10,000 Indemnity Available with Accident Weekly Indemnity Only	10,000	10,000			
Reconstructive Surgery (Bodily Injury)	25,000	25,000			
Repatriation	2,500	2,500			
Safety Vest	25,000	25,000			
Seat Belt/Air Bag Benefit	30,000/30,000	30,000			
Spouse Employment Training Expense	30,000	30,000			
Survivor Benefit (1% of Principal Sum to 12 Months)	1% of AD&D Limit	Included			

JUNIOR OFFICERS				
Principal Amount	10,000	0		
Medical Benefit	25,000	0		
ALL OTHER 24-HOUR BENEFIT MUST INCLUDE ALL EMPLOYEES				
OPTION 1 RATE: \$4.50 PER PERSON	10,000			
OPTION 2 RATE: \$11.25 PER PERSON	25,000			
MEDICAL PREMIUM		\$18,904		
AD&D PREMIUM - Career		\$311		
AD&D PREMIUM - Non-Career		\$4,040		
CABOT CLAIMS MANAGEMENT FEE		\$0		
TOTAL PREMIUM		\$23,255		

This worksheet is for quoting purposes only - Refer to policy for terms and conditions.

Cabot Risk Strategies, LLC

Disclosure

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

Information Concerning Our Compensation:

Unless otherwise specifically negotiated and agreed to with our client, our professional compensation is customarily based on commission calculated as a percentage of the premium collected by the insurer and are paid to us by the insurer. We may also receive from insurers and insurance intermediaries additional compensation (monetary and non-monetary), which is contingent on volume, profitability or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. In addition to commissions, we may charge fees to you provided however, such fees will always be identified separately and in agreement with you. We will be pleased to discuss with you further details of any contingent compensation agreements pertinent to your placement upon your request.



Town Administrator

From: Susan Cooper
Sent: Friday, April 21, 2023 10:04 AM
To: Scott Jenssen; Town Administrator
Subject: Fw: Sick Time and Holiday Time Policies for Part timers

Here is the language we are currently working with, approved by Donna. Discussion on Wednesday at next meeting.

Susan

From: hr@montereyma.gov <hr@montereyma.gov>
Sent: Wednesday, April 19, 2023 3:34 PM
To: Susan Cooper <susan@montereyma.gov>
Subject: Re: Sick Time and Holiday Time Policies for Part timers

Susan,

The following were her only additions.

All full-time employees will accumulate 1 ¼ sick days per month within each fiscal year, three (3) of which may be used as personal days (fifteen (15) per year). Sick days not taken as sick leave within a fiscal year may be accumulated from year to year up to a maximum of ninety (90) days. Personal days not taken within each fiscal year will accumulate as sick days.

Part-time employees accrue 1 hour of sick time is accrued for every 30 hours worked. A part-time employee can earn and use up to forty (40) hours per calendar year.

Up to forty (40) hours earned sick time can be carried over to following calendar year.

New Hires: Begin accruing from day 1 (date of hire) however they are not allowed to use sick time until the 90th calendar day after hire.

Current part timers: Starting balance is dictated by how long they have been an employee; 1 year or less of service will be granted 20 hours of sick time and 2 years or more will be granted 40 hours upon first day of fiscal year 2024.

In the event an employee is unable to report to work because of an illness or injury, the employee shall notify the Department Head or Town Administrator through text or phone call, as soon as possible. If the Department Head is unavailable, the employee shall notify the Town Administrator of their absence. The Department Head shall notify the Town Administrator. An employee shall be required to produce a doctor's note for sick leave of three or more consecutive days, to be presented to the Town Administrator upon their return to work. If an employee fails to appear for work without prior notice or without notice as soon as practicable to the Department Head or Town Administrator, the time of non-attendance will be treated as a personal day.

Sick leave may be taken in one-hour increments.

Accrued but unused sick days shall [not] be paid out upon termination of employment.

Town Administrator

From: Town Administrator
Sent: Wednesday, April 19, 2023 11:19 AM
To: Scott Jenssen; 'susan@montereyma.gov'
Subject: Sick Time and Holiday Time Policies for Part timers

As requested here are the policies to review for next Wed's meeting (4/26) and for Scott and Susan to vote on:

Holiday Pay for Part Timers:

All full time and part time employees (employee status should be defined at the beginning of the HB and should be consistent throughout the policies) shall receive their regular hourly rate for the number of hours equal to their scheduled workday for the following holidays:*

*New Year's Day
Martin Luther King Day
President's Day
Patriots Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day
Christmas Day*

If any holiday falls on Sunday the following Monday will be the holiday day and if it falls on a Saturday the previous Friday will be the holiday, full and part-time employees who are regularly scheduled on a Monday or Friday that the default holiday falls on, will receive their regular hourly rate for the number of hours equal to their scheduled workday. All full and part time employees who are scheduled to work on a holiday and do not work as scheduled shall be considered absent without pay and will not receive holiday pay. An employee who is paid on an hourly basis and is required to work on an actual holiday or a default holiday shall receive compensation equal to one and one half (1½) times their regular rate of pay for all hours worked, with the prior approval of the select board in their absence.

Part Time Sick Pay

Susan can you please send this one as I do not have the final product as I thought we still needed advise from counsel.

Respectfully,

Melissa Noe

Town Administrator
Town of Monterey
413-528-1443 x111

A single leaf working alone provides no shade. – Chuck Page



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

Transfer of Appropriations Request Form

Date requested: 5/15/2023

Pursuant to MGL Chapter 44, § 33B, please transfer the amount requested below.*

Requested by: Library Trustees

Name and account # to transfer from: 610 Maintenance

Name and account # to transfer to: 610 Wages

Amount to be transferred: 1282.00

Additional Information: Anticipated overage in maintenance needed for wages

Select Board

Date

Finance Committee

Date

[Signature]
Frank P. Abbott
5/17/23
5/17/23

[Signature]
[Signature]

5/18/23
5-16-23

* A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.



TOWN OF MONTEREY

435 Main Rd. P.O. Box 308
Monterey, MA 01245

To: Monterey Finance Committee

Re: Request for Transfer of Funds from Town Reserve Fund

Date: 5/15/2003

Pursuant to MGL Chapter 40, § 6, please transfer from the Town Reserve Fund the amount requested below.

Account Name and Number: Library General 610

Original Appropriation: \$33,781.00

Present Balance: ? we need this for the 20% rule

Amount Requested: 100.00

Reason for Request (must be completed): This was left off library request for special town meeting

Requested by: Miching Dennis

Chair - Library Trustees

Name

Title

Finance Committee Signatures/Vote:

[Signature] Yes / No

_____ Yes / No

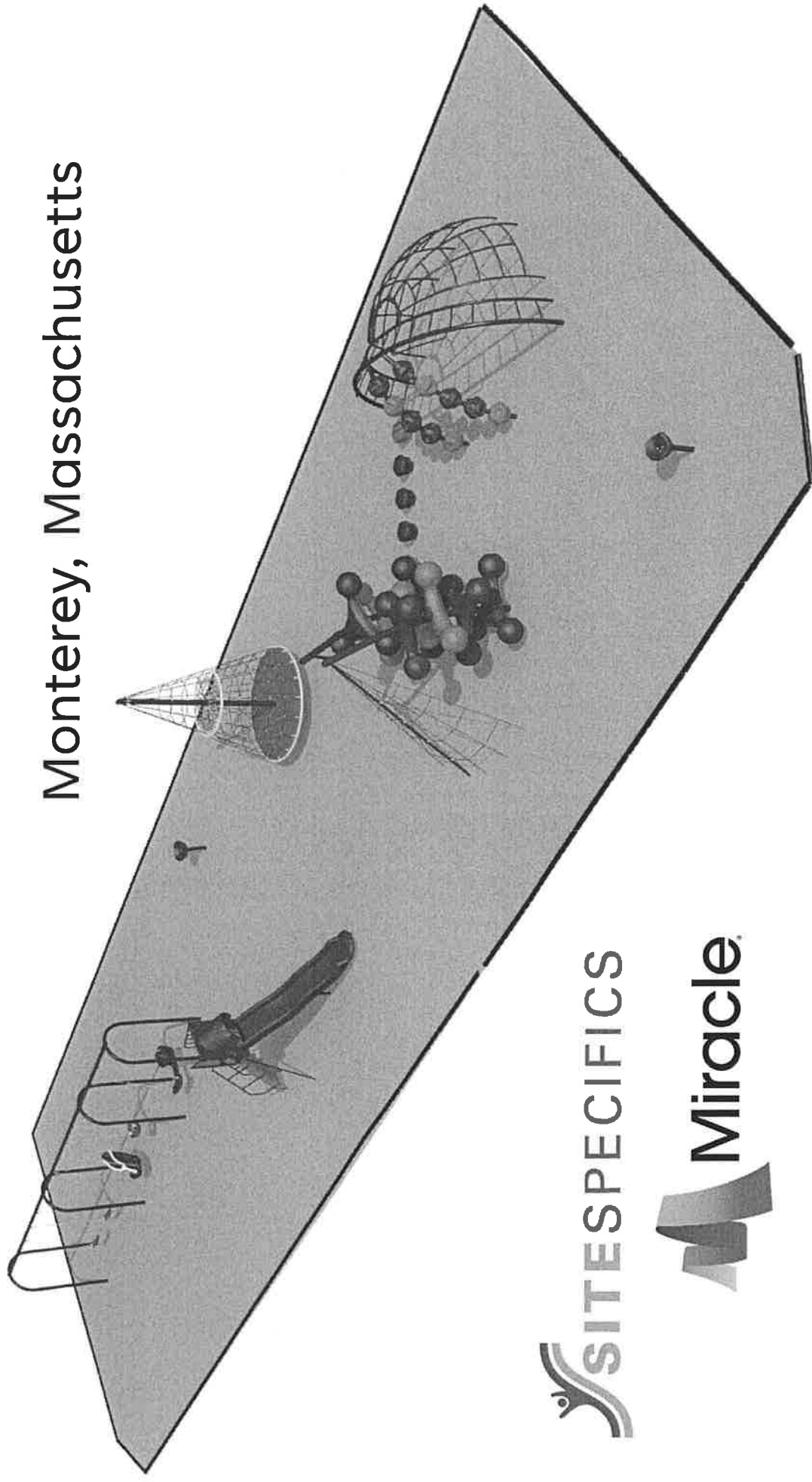
[Signature] Yes / No

Date: 5-16-23

APPROVED NOT APPROVED (circle one)

AMOUNT APPROVED FOR: \$ \$100.00

Greene Park
Monterey, Massachusetts



 SITESPECIFICS

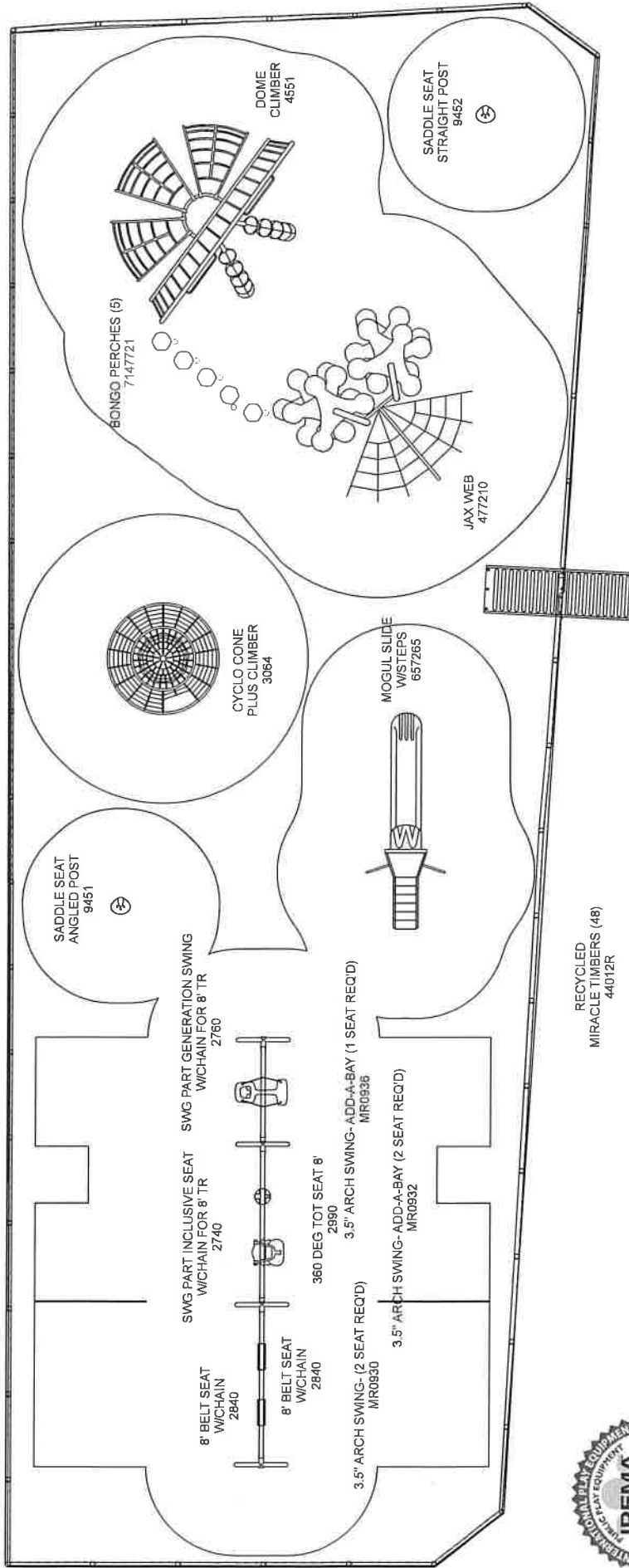
 Miracle

Greene Park Monterey, MA

AGE GROUP: 2-5	ELEVATED PLAY ACTIVITIES - TOTAL: 0	REQ'D 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	REQ'D 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 2	REQ'D 0
	GROUND LEVEL ACTIVITY TYPE: 2	REQ'D 0
	GROUND LEVEL QUANTITY: 2	REQ'D 0
AGE GROUP: 2-12	ELEVATED PLAY ACTIVITIES - TOTAL: 0	REQ'D 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	REQ'D 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 2	REQ'D 0
	GROUND LEVEL ACTIVITY TYPE: 2	REQ'D 0
	GROUND LEVEL QUANTITY: 6	REQ'D 0

AGE GROUP: 5-12	ELEVATED PLAY ACTIVITIES - TOTAL: 0	REQ'D 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 0	REQ'D 0
	ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 2	REQ'D 0
	GROUND LEVEL ACTIVITY TYPE: 3	REQ'D 0
	GROUND LEVEL QUANTITY: 3	REQ'D 0

Child Capacity: 69



ACCESS RAMP W/ 2
MIRACLE TIMBERS, RECYCLED
4406R

RECYCLED
MIRACLE TIMBERS (48)
44012R



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.

R0047_45013532634
COMPLIES TO ASTM/CPSC
COMPLIES TO ADA

Site Specifics, L.L.C.
PO Box 325
Rochester, MA
PHONE NO: (508) 763-0207
FAX NO: (508) 763-0208
GROUND SPACE: 98'-5" x 31'-5"
PROTECTIVE AREA: 108'-5" x 40'-0"
DRAWN BY: Cindy Maak
DATE: 7/28/2022

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS



Miracle Recreation Equip. Co.
 878 E. US Hwy 60
 Monett, MO 65708
 1-888-458-2752

QUOTE: R0047230049

Project: R0047_45013532634_01

Prepared For:

Bridget Krans
 Monterey Parks Commission
 PO Box 31
 Monterey, MA 01245
 (413) 528-3638 (phone)
 bridgetkrans@yahoo.com

Project Name & Location:

Prepared by:

SITE SPECIFICS, LLC
 PO Box 325
 Rochester, MA 02770
 (508) 763-0207 (phone)
 (508) 763-0208 (fax)
 cindy@sitespecifics.net

Ship To Address:

Green Park
 Main St
 Behind the Town Hall
 Monterey, MA 01245

End User:

Quote Number: R0047230049
 Quote Date: 3/28/2023
 Valid For: 30 Days From Quote Date

PlayArea_1

Product line: Freestanding
 Age group: 5-12

Global defaults

Accent	GREEN
Accent 01	COBALT
Accent 02	FOREST GREEN
Post - FS	FOREST GREEN
Post (No Anti-Microbial)	FOREST GREEN
Rockite	COBALT
Rockite 01	COBALT
Rockite 02	FOREST GREEN
Rockite 03	GREEN
Rockite 04	COBALT
Rockite 05	FOREST GREEN
Rockite 06	COBALT
Rockite 07	GREEN
Rockite 08	FOREST GREEN
Rockite Orb 01	COBALT
Rockite Orb 02	GREEN
Rockite Orb 03	COBALT
Rockite Orb 04	FOREST GREEN
Rockite Orb 05	GREEN
Rockite Orb 06	COBALT
Rockite Orb 07	GREEN

Rockite Orb 08	FOREST GREEN
Rockite Orb 09	COBALT
Rockite Orb 10	GREEN
Rope	BLUE
Touch Up Paint	

Components

Part Number	Description	Qty	Weight	Unit Price	Total
3064	CYCLO CONE PLUS CLIMBER	1	486.00	21,009.00	21,009.00
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	48	35.00	96.00	4,608.00
4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	1	260.00	1,115.00	1,115.00
4551	DOME CLIMBER W/ORBS FS	1	700.00	8,507.00	8,507.00
477210	JAX WEB	1	2,455.00	11,126.00	11,126.00
7147721	BONGO PERCH (STATIONARY) Rockite: GREEN	2	15.00	261.00	522.00
7147721	BONGO PERCH (STATIONARY)	2	15.00	261.00	522.00
7147721	BONGO PERCH (STATIONARY) Rockite: FOREST GREEN	1	15.00	261.00	261.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	0.00	0.00	0.00

PlayArea_2

Product line: Freestanding
Age group: 2-5

Global defaults

Accent - FS	GREEN
Post - FS	FOREST GREEN
PVC - FS	GRAY
Rockite	COBALT
Slide Canopy	FOREST GREEN
Slide Rockite	COBALT

Components

Part Number	Description	Qty	Weight	Unit Price	Total
657265	MOGUL SLIDE W/PVC STEPS (5' PLATFORM)	1	400.00	3,963.00	3,963.00
9451	SADDLE SEAT, ANGLED POST	1	65.00	878.00	878.00

PlayArea_3

Product line: Freestanding
Age group: 2-12

Global defaults

Leg	COBALT
Post - FS	COBALT

Rockite
 Swing Seat
 Swing Tot Seat
 Toprail

FOREST GREEN
 GREEN
 GREEN
 COBALT

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2740	SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR)	1	135.00	1,393.00	1,393.00
2760	SWG PART GENERATION SWG SEAT W/CHAIN	1	30.00	1,137.00	1,137.00
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00	144.00	288.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1	15.00	212.00	212.00
9452	SADDLE SEAT, STRAIGHT POST	1	65.00	878.00	878.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,411.00	2,411.00
MR0932	3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D)	1	179.00	1,447.00	1,447.00
MR0936	3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)	1	154.00	1,357.00	1,357.00

RiskSign_Included

Product line: Freestanding
 Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
926458	LABEL,GENERATION SWG, 2YR-12YR, MR	1	0.00	1.05	1.05
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
EFW	IPEMA Certified ADA Accessible Wood Fiber Playground Safety Surfacing Furnished ONLY	192	0.00	45.00	8,640.00

Totals:

Equipment Weight:	7,005.00 lbs
Equipment List:	\$61,635.05
Discount Amount:	-\$12,327.00
Equipment Price:	\$49,308.05
Freight:	\$4,008.26
Installation:	\$27,000.00
Products by Other:	\$8,640.00
Grand Total:	\$88,956.31

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0047230049 **Quote Date:** 3/28/2023 **Equipment:** \$61,635.05 **Grand Total:** \$88,956.31

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

**TOWN OF MONTEREY
INVITATION TO BID
Municipal Solid Waste and Recycling Services**

The Town of Monterey is seeking bids for a one year contract agreement (contingent upon town meeting approval) for Municipal Solid Waste Removal, Recycling Services and related services with the option of extending the contract for two (2) consecutive one year periods. Sealed bids clearly marked "Municipal Solid Waste and Recycling Services" are due by May 3, 2023 at 1:00pm to the Town Administrator at Town Hall, P.O. Box 308, 435 Main Rd, Monterey, MA 01245. The Select Board reserves the right to reject any and all bids, and to waive any informality in bidding if deemed to be in the best interest of the Town of Monterey. Specifications and minimum requirements are listed below:
Melissa Noe, Town Administrator
Town of Monterey

**TOWN OF MONTEREY
INVITATION TO BID**

Municipal Solid Waste and Recycling Services

I. General Information/Project Description

The Town of Monterey is seeking bids for a one year contract agreement (contingent upon town meeting approval) for Municipal Solid Waste Removal, Recycling Services and related services with the option of extending the contract for two (2) consecutive one year periods. All interested parties must submit their sealed bid containing complete information as requested in the BID SUBMISSION REQUIREMENTS described herein by May 3, 2023 at 10am in the Office of the Town Administrator.

II. Scope of Services

1. Equipment to be provided, installed and maintained by Contractor (please do not leave any fields blank):*

		Monthly Rental Fee (Required)
A	4 Yard Compactor/hopper for MSW compactor	\$350
B	40 Yard Compactor Container for Municipal Solid Waste	\$85
C	40 Yard Compactor Container for Mixed Paper Recycling	\$85
D	40 Yard Container for Mixed Containers (Bottles/Cans/Plastic).	\$85
E	30 Yard Container for scrap metal	\$85
F	40 Yard Container for bulky waste	\$85
	TOTAL MONTHLY FEE FOR EQUIPMENT	\$775

***Note: All containers must be in NEW condition and be free of holes, sharp edges and rust. Monterey reserves the right to purchase containers for our use at any time during the contract period and no longer pay rent.**

2. Hauling and Tipping Service Fees. Monterey is a member of Springfield MRF and materials will be delivered to their facility on Birnie Ave or other designated location in Springfield.

Please do not leave any fields blank		Approx. Tons/Yr	Haul Price Year 1	Haul Price Year 2	Haul Price Year 3	Tip Fee (if applicable)
A.	Municipal Solid Waste	266	\$ 325	\$	\$	\$ 125
B.	Mixed Paper & Cardboard	74	\$ 450	\$	\$	\$ 0
C.	Bottles/Cans/Plastics	66	\$ 450	\$	\$	\$ 0
D.	Scrap Metal	16	\$ 260	\$	\$	\$ 0
E.	Bulky/Demo Waste	90	\$ 260	\$	\$	\$ 115
F.	Tires	0	\$ 950	\$	\$	\$ 500
G.	Rigid Plastics	5	\$ 450	\$	\$	\$ 0

*100% of proceeds from the sale of metal, paper/cardboard, Rigid Plastics, Bottles/cans to go to the Town. Delivery receipts will be required from Springfield MRF and Scrap metal dealer. The Town reserves the right to reject bids for scrap metal.

3. **Maintenance of Equipment:** Transfer station shall be the responsibility of the Contractor. The Contractor shall regularly inspect, maintain, adjust, repair and lubricate all equipment on site except for Monterey owned equipment. Any repairs made to Town owed property shall be pre-approved and then billed to the Town at cost.

4. Fuel Surcharges-

Does your company charge a surcharge when hauling? Yes No

If so, provide a schedule of surcharges as reflected by the price of diesel fuel using the website

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm The

current average price as of April 12, 2023 is \$4.098 per gallon.

Monterey will not pay surcharges unless the price of fuel surpasses \$4.50 per gallon.

5. TO BE PROVIDED BY THE TOWN

Existing retaining walls and concrete slabs for equipment
All electrical connections to run compactors
Appropriate lighting and signage
Compactor and hopper for paper and cardboard
Container and recycling of fluorescent lamps, rechargeable and button

batteries, refrigerators and clothing

6. Contractor agrees to comply with all Federal, State and local laws and regulations.
7. Plowing and sanding for access to all containers is provided by the Town.
8. Optional Service: Cost for providing two (2) attendants to work the Transfer Station Wednesdays 7:45am – 1:15pm, Saturdays 7:45am – 1:15pm and Sundays 9:45am – 4:45pm (Sunday following Labor Day through the Sunday before Memorial Day and 9:45am – 6:15pm Memorial Day – Labor Day). Please enter total cost for the one year contract period.

\$ N/A

Contract period is from July 1, 2023 to June 30, 2024 with the Town of Monterey having the option of extending the contract for two (2) consecutive one year periods. The Town of Monterey reserves the right to terminate this agreement if the Contractor fails to meet all contractual obligations.

IV. Minimum Qualifications.

All applicants must possess the following minimum qualifications:

1. Massachusetts professional registration and licensing in all applicable disciplines.
2. Maintain sufficient levels of staff to complete the project in an acceptable time frame.
3. Must have prior to signing of the contract:
 - a. Professional liability insurance of \$3,000,000.00, or such other higher amount as may be agreed to during contract negotiations.
 - b. Workers' Compensation insurance in accordance with all applicable state laws.

V. Proposal Submission Requirements.

1. Sealed bid shall be submitted no later than 10am on May 3, 2023. Proposals should be submitted to and addressed as follows:

Town of Monterey – Municipal Solid Waste and Recycling
Page 3 of 14

Services
435 Main Rd
P.O. Box 308
Monterey, MA 01245
ATTN: Town Administrator

Postmarks will not be considered. It is the sole responsibility of the proposer to insure that its proposal arrives on time at the designated place.

2. Bid should be submitted in a sealed envelope clearly marked on the outside as follows: "Municipal Solid Waste and Recycling Services"
3. Complete bids must include the following:
 - a. The identification of any and all consultants who will work with the applicant with resumes attached. Please identify the individual who will bear primary responsibility for this project.
 - b. Conditions of proposal offered, if any; and
 - c. Any other information that the applicant considers relevant for the purpose of evaluating its qualifications for the project.

VI. Selection Process.

1. In evaluating bids, the Town of Monterey will review all bids and base its selection on the following criteria:
 - a. Prior experience with similar projects. Please provide at least two (2) references for other towns that you provide this service.
 - b. Financial stability of the proposer.
 - c. Completeness of proposal submitted by each firm: and
 - d. Any other criteria considered relevant to the project.

VII. General and Special Provisions.

1. The Town of Monterey reserves the right to reject any and all bids, waive informalities, and to recommend the award of a contract as may be in the best interest of the Town of Monterey.
2. All proposals, materials, drawings, plans, etc. submitted in conjunction with the selection process shall become the property of the Town of Monterey and may be disposed of without notification

and shall be considered public information.

3. The Contractor selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of the successful proposal shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or natural origin.
5. The Contractor shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151 B of the Massachusetts General Laws).
6. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contracts and subcontracts that the successful applicant may receive or award as a result of this contract.
7. Prospective applicants who have any questions regarding this Invitation to Bid should contact: Town Administrator, Melissa Noe at admin@montereyma.gov.

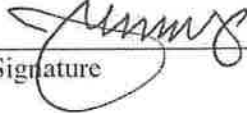
All inquiries must be made in writing, responses will be sent to all proposers of record.

VIII. Certification of Non Collusion and Tax Compliance.

A "Certificate of Non-Collusion" and "Certificate of State Tax Compliance" must be signed and included with the proposal (forms attached).

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, John W. Casella, authorized signatory for Casella Waste Management, Inc., do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Signature _____

Name: John W. Casella

Title: Vice President & Clerk

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

DATE: 5/2/2023

BY: Stephen Haeder

Name of person signing bid or proposal
Stephen Haeder, Division Manager

SEAL if proposer is by corporation



Name of business Casella Waste Management, Inc.

Address 485 S State Road
City State ^{Cheshire/ MA} Zip 01225

Telephone 413-776-9004



Pass Through Charges

For Pass Through Charges, the following language shall be used (required for all contracts):

Pass Through Charges: Fees may be further adjusted upon thirty (30) days' notice to cover increases in disposal and processing or due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges.

FUEL Escalators

For Fuel Increases, there are two options that may be used. The Company's preference is that you use Option #1:

Fuel Option #1:

*This option references Casella's Energy & Environmental Fee or Fuel Fee. Advantages: You don't need to include a sample calculation, floor pricing, or fuel allocation – it is already done for you. It is also easier for the company to administer and is **the company's preference**. This is a company-wide recurring fee that is comprised of the floating Energy Fee and the fixed Environmental Fee. The Energy & Environmental Fee or Fuel Fee is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency. The Energy & Environmental Fee will float on a monthly basis based upon the changes in diesel fuel prices and will be determined based on the customer type.*

Example Language:

- **Transfer Station Energy and Environmental Fee:** Casella will assess a **Transfer Station Energy and Environmental Fee** each month, calculated based on a percentage of total invoice, excluding taxes. This fee is collected to recover expenses associated with fluctuating fuel costs as well as direct and indirect company-wide costs to operate our collection, transfer, recycling, landfill, and landfill gas to energy and organics operations in a safe and environmentally sustainable manner. <https://www.casella.com/fees>.
- **Collection Customers Energy and Environmental Fee:** Casella will assess a **Collection Customer Energy and Environmental Fee** each month, calculated based on a percentage of total invoice, excluding taxes. This fee is collected to recover expenses associated with fluctuating fuel costs as well as direct and indirect company-wide costs to operate our collection, transfer, recycling, landfill, and landfill gas to energy and organics operations in a safe and environmentally sustainable manner. <https://www.casella.com/fees>.
- **Resource Solutions Energy and Environmental Fee:** Casella will assess a **Resource Solutions Energy and Environmental Fee** each month, calculated based on a percentage of total invoice, excluding taxes. This fee is collected to recover expenses associated with fluctuating fuel costs as well as direct and indirect company-wide costs to operate our collection, transfer, recycling, landfill, and landfill gas to energy and organics operations in a safe and environmentally sustainable manner. <https://www.casella.com/fees>.

Fuel Option #2. To be used if customer will not agree to Fuel Option #1.

*This option requires that you include a calculation formula in the contract. Advantages: Municipalities are familiar with and trust this language. Drawbacks: **You will need to determine the floor price***

and the fuel allocation to be factored into your pricing. This option requires more manual monitoring at the division level to implement.

Example Language:

Casella may assess a fee (the "Fuel Adjustor") on a monthly basis to cover increases in Casella's costs caused by increases in the cost of diesel fuel over a floor price of \$3.65 (as an example) per gallon (the "Floor Price") based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index. Each month Casella will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the "Service Month Index Price") exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled "full history". The Fuel Adjustor will be made according to the following formula: (Service Month Index Price-Floor Price/Floor Price)(Fuel Allocation in Pricing) (Monthly Service Fee) = Fuel Adjustor.

There will be times when you are providing a mixture of service types and will need to choose a customer type for the fuel adjustor. When that happens, you should be careful to indicate which adjustor will apply to avoid confusion. The company's preference is that you select the index that applies to the majority of the work being performed.

CPI Escalators

For CPI increases, if we secure in the contract Fuel Option #1 or #2 the following language will be used:

Annual Fee Increase: All Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% or (b) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases for Garbage and Trash Collection will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>

For CPI increases where you are unable to secure Fuel Option #1 or #2, the following language will be used:

Annual Fee Increase: All Fees will be increased annually on the anniversary of each year of the Term by a percentage equal to the greater of (a) 5.0% (b) the year-over-year percentage change in the Consumer Price Index for All Urban Consumers: All Items in U.S. City Average (CPI-U) or (c) the year-over-year percentage change in the Consumer Price Index for Garbage and Trash Collection. Consumer Price Index increases will be based on the Bureau of Labor Statistics as reported for the most recent month prior to the date of pricing increase/reset using the unadjusted percentage change for the most recent month as compared to the same month for the prior year. Reference is made to <https://www.bls.gov/news.release/cpi.t02.htm>.

TOWN OF MONTEREY
 INVITATION TO BID
 Municipal Solid Waste and Recycling Services

The Town of Monterey is seeking bids for a one year contract agreement (contingent upon town meeting approval) for Municipal Solid Waste Removal, Recycling Services and related services with the option of extending the contract for two (2) consecutive one year periods. Sealed bids clearly marked "Municipal Solid Waste and Recycling Services" are due by May 3, 2023 at 1:00pm to the Town Administrator at Town Hall, P.O. Box 308, 435 Main Rd, Monterey, MA 01245. The Select Board reserves the right to reject any and all bids, and to waive any informality in bidding if deemed to be in the best interest of the Town of Monterey. Specifications and minimum requirements are listed below:
 Melissa Noe, Town Administrator
 Town of Monterey

TOWN OF MONTEREY
 INVITATION TO BID

Municipal Solid Waste and Recycling Services

I. General Information/Project Description

The Town of Monterey is seeking bids for a one year contract agreement (contingent upon town meeting approval) for Municipal Solid Waste Removal, Recycling Services and related services with the option of extending the contract for two (2) consecutive one year periods. All interested parties must submit their sealed bid containing complete information as requested in the BID SUBMISSION REQUIREMENTS described herein by May 3, 2023 at 10am in the Office of the Town Administrator.

II. Scope of Services

1. Equipment to be provided, installed and maintained by Contractor (please do not leave any fields blank):*

		Monthly Rental Fee (Required)
A	4 Yard Compactor/hopper for MSW compactor	\$ 750.00
B	40 Yard Compactor Container for Municipal Solid Waste	\$ 200.00
C	40 Yard Compactor Container for Mixed Paper Recycling	\$ 200.00
D	40 Yard Container for Mixed Containers (Bottles/Cans/Plastic).	\$ 175.00
E	30 Yard Container for scrap metal	\$ 125.00
F	40 Yard Container for bulky waste	\$ 175.00
	TOTAL MONTHLY FEE FOR EQUIPMENT	\$ 1625.00

***Note: All containers must be in NEW condition and be free of holes, sharp edges and rust. Monterey reserves the right to purchase containers for our use at any time during the contract period and no longer pay rent.**

2. Hauling and Tipping Service Fees. Monterey is a member of Springfield MRF and materials will be delivered to their facility on Birnie Ave or other designated location in Springfield.

** DISPOSAL MAY INCREASE EACH YEAR UP TO 10% FOR 2ND + 3RD YEARS*

Please do not leave any fields blank		Approx. Tons/Yr	Haul Price Year 1	Haul Price Year 2	Haul Price Year 3	Tip Fee (if applicable)
A.	Municipal Solid Waste	266	\$ 350.00	\$ 385.00	\$ 423.50	\$ 120.00 per ton
B.	Mixed Paper & Cardboard	74	\$ 525.00	\$ 577.50	\$ 635.25	N/A
C.	Bottles/Cans/Plastics	66	\$ 525.00	\$ 577.50	\$ 635.25	N/A
D.	Scrap Metal	16	\$ 225.00	\$ 247.50	\$ 272.25	- 0 -
E.	Bulky/Demo Waste	90	\$ 300.00	\$ 330.00	\$ 363.00	\$ 120.00 per ton
F.	Tires	0	\$ 575.00	\$ 632.50	\$ 695.75	\$ 175.00 per ton
G.	Rigid Plastics	5	\$ 525.00	\$ 577.50	\$ 635.25	N/A

*100% of proceeds from the sale of metal, paper/cardboard, Rigid Plastics, Bottles/cans to go to the Town. Delivery receipts will be required from Springfield MRF and Scrap metal dealer. The Town reserves the right to reject bids for scrap metal.

3. **Maintenance of Equipment:** Transfer station shall be the responsibility of the Contractor. The Contractor shall regularly inspect, maintain, adjust, repair and lubricate all equipment on site except for Monterey owned equipment. Any repairs made to Town owned property shall be pre-approved and then billed to the Town at cost.

4. **Fuel Surcharges-**

Does your company charge a surcharge when hauling? Yes No

If so, provide a schedule of surcharges as reflected by the price of diesel fuel using the website

https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm The current average price as of April 12, 2023 is \$4.098 per gallon. Monterey will not pay surcharges unless the price of fuel surpasses \$4.50 per gallon.

5. **TO BE PROVIDED BY THE TOWN**

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batteries, refrigerators and clothing

6. Contractor agrees to comply with all Federal, State and local laws and regulations.
7. Plowing and sanding for access to all containers is provided by the Town.
8. Optional Service: Cost for providing two (2) attendants to work the Transfer Station Wednesdays 7:45am – 1:15pm, Saturdays 7:45am – 1:15pm and Sundays 9:45am – 4:45pm (Sunday following Labor Day through the Sunday before Memorial Day and 9:45am – 6:15pm Memorial Day – Labor Day). Please enter total cost for the one year contract period.

\$ N/A

Contract period is from July 1, 2023 to June 30, 2024 with the Town of Monterey having the option of extending the contract for two (2) consecutive one year periods. The Town of Monterey reserves the right to terminate this agreement if the Contractor fails to meet all contractual obligations.

IV. Minimum Qualifications.

All applicants must possess the following minimum qualifications:

1. Massachusetts professional registration and licensing in all applicable disciplines.
2. Maintain sufficient levels of staff to complete the project in an acceptable time frame.
3. Must have prior to signing of the contract:
 - a. Professional liability insurance of \$3,000,000.00, or such other higher amount as may be agreed to during contract negotiations.
 - b. Workers' Compensation insurance in accordance with all applicable state laws.

V. Proposal Submission Requirements.

1. Sealed bid shall be submitted no later than 10am on May 3, 2023. Proposals should be submitted to and addressed as follows:

Town of Monterey – Municipal Solid Waste and Recycling

Services
435 Main Rd
P.O. Box 308
Monterey, MA 01245
ATTN: Town Administrator

Postmarks will not be considered. It is the sole responsibility of the proposer to insure that its proposal arrives on time at the designated place.

2. Bid should be submitted in a sealed envelope clearly marked on the outside as follows: "Municipal Solid Waste and Recycling Services"
3. Complete bids must include the following:
 - a. The identification of any and all consultants who will work with the applicant with resumes attached. Please identify the individual who will bear primary responsibility for this project.
 - b. Conditions of proposal offered, if any; and
 - c. Any other information that the applicant considers relevant for the purpose of evaluating its qualifications for the project.

VI. Selection Process.

1. In evaluating bids, the Town of Monterey will review all bids and base its selection on the following criteria:
 - a. Prior experience with similar projects. Please provide at least two (2) references for other towns that you provide this service.
 - b. Financial stability of the proposer.
 - c. Completeness of proposal submitted by each firm: and
 - d. Any other criteria considered relevant to the project.

VII. General and Special Provisions.

1. The Town of Monterey reserves the right to reject any and all bids, waive informalities, and to recommend the award of a contract as may be in the best interest of the Town of Monterey.
2. All proposals, materials, drawings, plans, etc. submitted in conjunction with the selection process shall become the property of the Town of Monterey and may be disposed of without notification

and shall be considered public information.

3. The Contractor selected shall be expected to comply with all applicable federal and state laws in the performance of services.
4. The consideration of all proposals and subsequent selection of the successful proposal shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or natural origin.
5. The Contractor shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth of Massachusetts (Chapter 151 B of the Massachusetts General Laws).
6. The provisions relating to nondiscrimination and affirmative action in employment shall follow through all contracts and subcontracts that the successful applicant may receive or award as a result of this contract.
7. Prospective applicants who have any questions regarding this Invitation to Bid should contact: Town Administrator, Melissa Noe at admin@montereyma.gov.

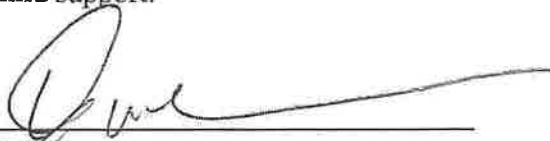
All inquiries must be made in writing, responses will be sent to all proposers of record.

VIII. Certification of Non Collusion and Tax Compliance.

A "Certificate of Non-Collusion" and "Certificate of State Tax Compliance" must be signed and included with the proposal (forms attached).

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, ROBERT W BROWNSON, authorized signatory for ROGER TRUCKING, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature


Name: ROBERT W BROWNSON

Title: OWNER

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

DATE: 5/3/2023

BY: 
Name of person signing bid or proposal

SEAL if proposer is by corporation

Name of business

ROGER TRUCKING

Address

57 VANDEUSEN KILL RD HUNGRINGTON / PO Box 166

City State

Zip

GREAT BARRINGTON MA 01230

Telephone

413-528-8128